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16  
17 **UNITED STATES DISTRICT COURT**  
18 **CENTRAL DISTRICT OF CALIFORNIA**  
19

20 FOREVER 21, INC., a California  
21 Corporation,

22 Plaintiff,

23 vs.

24 HI FASHION, INC., a California  
25 Corporation, et al.,

26 Defendants.  
27  
28

Case No.: CV11-01931 GW (FMOx)

**PERMANENT INJUNCTION  
ORDER**

Complaint Filed: March 7, 2011

1 Having reviewed the Stipulation to Issuance of Permanent Injunction entered  
2 into between Plaintiff Forever 21, Inc. (“Forever 21”) and Defendant Hi Fashion,  
3 Inc. (“Hi Fashion”), and good cause appearing, the Court hereby finds as follows:

4 1. WHEREAS Forever 21 is the owner of numerous trademarks which it  
5 uses in connection with the manufacture, distribution, sale and promotion of a wide  
6 range of products, including clothing and accessories. Forever 21 owns all rights in  
7 and to a family of Forever 21 federally registered trademarks which include the  
8 following, among others (collectively, “FOREVER 21 Registered Marks”):

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
FOREVER 21	2,583,457	June 18, 2002
FOREVER 21	2,836,546	April 27, 2004
FOREVER 21	2,913,132	December 21, 2004
FOREVER 21	2,067,637	June 3, 1997
XXI	2,873,174	August 17, 2004
XXI	2,914,810	December 28, 2004
XXI	2,842,184	May 18, 2004
HERITAGE 1981	3,447,097	June 10, 2008
FORLOVE21	3,140,565	September 5, 2006
FORLOVE21	3,140,561	September 5, 2006
LOVE & BEAUTY	3,794,963	May 25, 2010
LOVE 21	3,775,903	April 13, 2010
TWELVE BY TWELVE	3,518,050	October 14, 2008
FOREVER STATIONERY	3,689,946	September 29, 2009
FOREVER XXI	2,889,536	September 28, 2004
FOREVER XXI	2,940,346	April 12, 2005
FASHION 21	2,848,238	June 1, 2004

27 2. WHEREAS Forever 21 also owns all rights in and to a family of  
28 Forever 21 common law trademarks which include the following (collectively,

“FOREVER 21 Common Law Marks”):<sup>1</sup>

**Trademark**

TWENTY ONE and Bird Design

XXI and Bird Design

21

I ♥ H81

F21

HTG81

FAITH 21

I LOVE H81

2.1 DENIM

LIFE IN PROGRESS

JOY 21

PEACE 21

21 MEN

TWENTYONE MEN

SOPHIE & ME

CEREAL

3. WHEREAS on March 7, 2011, Forever 21 filed its Complaint in this Civil Action No. CV11-01931 GW (FMOx) against Hi Fashion, alleging causes of action under §32(1) of the Lanham Act (15 U.S.C. §1114(1)) for infringement of federally registered trademarks, under §43(c) of the Lanham Act (15 U.S.C. 1125(c)) and California Business & Professions Code § 14247 for dilution of federally registered and common law trademarks, under §43(a) of the Lanham Act (15 U.S.C. §1125(a)) for unfair competition, and under the statutory and common law of the State of California to enjoin Hi Fashion’s current and prospective

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<sup>1</sup> All of Forever 21’s trademarks including the FOREVER 21 Registered Marks and the FOREVER 21 Common Law Marks are referred to collectively herein as “the FOREVER 21 Marks.”

1 infringement and dilution of the FOREVER 21 Marks and unfair competition, and  
2 to recover monetary damages resulting from those actions.

3 4. WHEREAS Forever 21 served the Complaint on Hi Fashion on March  
4 25, 2011.

5 5. WHEREAS after reviewing the papers and evidentiary support  
6 provided to Hi Fashion throughout good faith settlement negotiations, Hi Fashion  
7 has agreed to stipulate to the issuance of a permanent injunction with respect to  
8 matters referenced in this Stipulation.

9 6. WHEREAS Hi Fashion admits that, without Forever 21's knowledge  
10 or consent and based on information provided to Hi Fashion by Forever 21, it  
11 purchased and sold in interstate commerce counterfeit and non-genuine clothing  
12 products which displayed, infringed, and diluted the FOREVER 21 Marks.

13 7. WHEREAS the parties expressly waive any findings of fact,  
14 conclusions of law, statement of decision and any right to notice or right to be  
15 heard in any matter in connection with or arising out of the filing, rendition or  
16 entry of the Permanent Injunction Order on this Stipulation for Entry of Permanent  
17 Injunction; provided however, that no such waiver shall be deemed to exist insofar  
18 as damages are concerned, it being agreed that Hi Fashion may offer proof in  
19 defense of Forever 21's claims for damages.8. WHEREAS the parties agree  
20 that the permanent injunction shall remain in full force and effect through the final  
21 disposition of this action and that any right to set aside the permanent injunction,  
22 appeal therefrom or to otherwise attack its validity is hereby waived.

23 NOW THEREFORE, IT IS HEREBY ORDERED THAT Hi Fashion and its  
24 agents, employees, officers, directors, owners, attorneys, representatives, successor  
25 companies, related companies, and all persona acting in concert or participation  
26 with it, and each of them, are, through the final disposition of this action,  
27 PERMANENT ENJOINED from:

28 a. The import, export, making, manufacture, reproduction,

1 assembly, use, acquisition, purchase, offer, sale, transfer, brokerage, consignment,  
2 distribution, shipment, licensing, development, display, delivery, marketing,  
3 advertising or promotion of the counterfeit Forever 21 product identified in the  
4 Complaint and any other unauthorized Forever 21 product (including any non-  
5 genuine reproduction, counterfeit, copy or colorable imitation thereof).

6           b. The import, export, making, manufacture, reproduction,  
7 assembly, use, acquisition, purchase, offer, sale, transfer, brokerage, consignment,  
8 distribution, shipment, licensing, development, display, delivery, marketing,  
9 advertising or promotion of the infringing and diluting product identified in the  
10 Complaint and any other product which infringes or dilutes any FOREVER 21  
11 Mark, trade name and/or trade dress including, but not limited to, any FOREVER  
12 21 Mark at issue in this action.

13           c. The unauthorized use, in any manner whatsoever, of any  
14 Forever 21 trademark, trade name and/or trade dress including, but not limited to,  
15 the FOREVER 21 Marks at issue in this action, any variants, colorable imitations,  
16 translations and/or simulations thereof and/or any items that are confusingly  
17 similar thereto, including specifically:

18                   i. on or in conjunction with any product or service; and

19                   ii. on or in conjunction with any advertising, promotional  
20 materials, labels, hangtags, packaging, or containers.

21           d. The use of any trademark, trade name, or trade dress that falsely  
22 represents, or is likely to confuse, mislead or deceive purchasers, customers, or  
23 members of the public to believe that unauthorized product imported, exported,  
24 manufactured, reproduced, distributed, assembled, acquired, purchased, offered,  
25 sold, transferred, brokered, consigned, distributed, stored, shipped, marketed,  
26 advertised and/or promoted by Hi Fashion originates from Forever 21, or that said  
27 merchandise has been sponsored, approved, licensed by, or associated with Forever  
28 21 or is, in some way, connected or affiliated with Forever 21.

1 e. Engaging in any conduct that falsely represents that, or is likely  
2 to confuse, mislead, or deceive purchasers, customers, or members of the public to  
3 believe that Hi Fashion itself is connected with, or is in some way sponsored by or  
4 affiliated with Forever 21, purchases product from or otherwise has a business  
5 relationship with Forever 21.

6 f. Affixing, applying, annexing, or using in connection with the  
7 manufacture, distribution, advertising, sale, and/or offering for sale or other use of  
8 any goods, a false description or representation, including words or symbols,  
9 tending to falsely describe or represent such goods as being those of Forever 21.

10 g. Hiding, disposing of, destroying, moving, relocating or  
11 transferring any and all products, advertising, promotional materials, labels,  
12 hangtags, packaging or containers bearing any of the FOREVER 21 Marks; and/or

13 h. Disposing of, destroying, moving, relocating or transferring any  
14 documents or things, including electronic records, pertaining to the purchase,  
15 procurement, development, making, manufacture, use, display, advertisement,  
16 marketing, licensing, sale, offer for sale, distribution, shipping, or delivery of any  
17 products or services bearing any FOREVER 21 Mark or which otherwise refer or  
18 relate to Forever 21 or any FOREVER 21 Mark.

19 9. This Permanent Injunction shall be deemed to have been served upon  
20 Defendant at the time of its execution by the Court.

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28 10. The Court finds there is no just reason for delay in entering this

1 Permanent Injunction and, pursuant to Rule 54(a) of the *Federal Rules of Civil*  
2 *Procedure*, the Court directs immediate entry of this Permanent Injunction against  
3 Defendant.

4 IT IS SO ORDERED.

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6 DATED: June 23, 2011



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Hon. George H. Wu  
United States District Court Judge for the  
Central District of California